

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: NOVEMBER 16, 2005

Division: TDC

Bulk Item: Yes X No     

Department:                                     

Staff Contact Person: Maxine Pacini

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**AGENDA ITEM WORDING:**

Approval of an extension to Agreement with the Dolphin Research Center for the Dolphin Habitat and Tiki Structure projects to March 31, 2006.

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**ITEM BACKGROUND:**

Due to Hurricane Katrina and Hurricane Rita the project was unable to be completed on time and an extension is requested.

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**PREVIOUS RELEVANT BOCC ACTION:**

BOCC approved original agreement at their meeting of January 21, 2004

BOCC approved amendment to agreement at their meeting of November 17, 2004

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**CONTRACT/AGREEMENT CHANGES:**

Extension to Agreement

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**STAFF RECOMMENDATIONS:**

Approval

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**TOTAL COST:** \$64,908

**BUDGETED:** Yes X No     

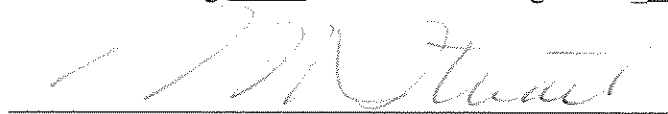
**COST TO COUNTY:** \$64,908

**SOURCE OF FUNDS:** TDC

**REVENUE PRODUCING:** Yes X No      **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
(Lynda Stuart)

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Dolphin Research Center Contract #                       
 Effective Date: 11/16/05  
 Expiration Date:                     

### Contract Purpose/Description:

Approval of an extension to Agreement with the Dolphin Research Center for the Dolphin Habitat and Tiki Structure projects to March 31, 2006.

Contract Manager: Maxine Pacini 3523 TDC # 3  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/16/05 Agenda Deadline 11/1/05

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 64,908 Current Year Portion: \$ 25,000  
 Budgeted? Yes ☒ No ☐ Account Codes 119-79040-530340-T49B-163-Z-530340  
 Grant: \$                       
 County Match: \$                     

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$           /yr For:                       
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>11/16/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/9/05</u>
Risk Management	<u>10-12-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Smith</u>	<u>10-12-05</u>
<sup>EU</sup> O.M.B./Purchasing	<u>10/11/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/11/05</u>
County Attorney	<u>10/5/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S.Hutton</u>	<u>10/5/05</u>

Comments:

## AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this \_\_\_\_ day of \_\_\_\_ 2005, between the County of Monroe and Dolphin Research Center.

WHEREAS, there was a contract entered into on January 21, 2004, between the parties, awarding \$64,908 to the Dolphin Research Center for the Dolphin Habitat and Tiki Structure projects, and

WHEREAS, the contract was amended on November 17, 2004 to allow for the completion of the project; and

WHEREAS, it has become necessary to extend the contract for an additional period of time to allow the Dolphin Research Center to complete the project due to delays created by Hurricane Katrina and Hurricane Rita;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Contract period as outlined in Paragraph 1 be extended to March 31, 2006
2. This project shall be completed and invoices submitted to the County Finance Department no later than March 31, 2006. The Grant-in-Aid funds must be expended by March 31, 2006. No funds will be available for use for this project agreement after March 31, 2006.
3. The remaining provisions of the contract dated January 21, 2004, and amended on November 17, 2004 remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Dolphin Research Center

Dayne Shannon - Rodriguez  
President

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY  
COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

Deputy Clerk

MONROE COUNTY ATTORNEY Mayor/Chairman

APPROVED AS TO FORM:

Suzanne A. Hutton  
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date: 10/05/05



**DOLPHIN RESEARCH CENTER**  
Teaching . . . Learning . . . Caring  
For Marine Mammals and the Environment We Share

September 30, 2005

Monroe County  
Tourist Development Council  
1201 White Street, Suite#102  
Key West, FL 33050

Re: Request for extension to complete TDC Capital Funds Project

Dear TDC Representatives:

We are writing this letter to request an extension for completion of our Capital Project to REPAIR & IMPROVE TIKI STRUCTURE OVER CAUSEWAY. Due to delays faced by our contractor as a result of impacts from Hurricane Katrina and Hurricane Rita, we are unable to complete the project by the September 30, 2005 deadline. We would like to extend this project deadline until March 31, 2006.

Additionally, the remaining balance to be spent and reimbursed for the above mentioned project is \$25,000.00.

Thank you for your consideration in this matter.

Sincerely,

Rita Irwin  
Vice President of Marketing  
and Development



## AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this 17<sup>th</sup> day of NOV 2004, between the County of Monroe and Dolphin Research Center.

WHEREAS, there was a contract entered into on January 21, 2004, between the parties, awarding \$64,908 to the Dolphin Research Center for the Dolphin Habitat and Tiki Structure projects, and

WHEREAS, it has become necessary to extend the contract for an additional period of time to allow the Dolphin Research Center to complete the project;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Contract period as outlined in Paragraph 1 be extended to September 30, 2005.
2. This project shall be completed and invoices submitted to the County Finance Department no later than September 30, 2005. The Grant-in-Aid funds must be expended by September 30, 2005. No funds will be available for use for this project agreement after September 30, 2005.
3. The remaining provisions of the contract dated January 21, 2004, remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Dolphin Research Center

Dayne Shannon-Rodriguez  
President

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY  
COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

James Hancock  
Deputy Clerk

Melanie M. Jordan  
Mayor/Chairman

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 10/14/04

## Grant In Aid Award Agreement

This AGREEMENT dated the 21<sup>st</sup> day of JAN 2004, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" or "GRANTOR," on behalf of the TOURIST DEVELOPMENT COUNCIL, hereinafter "TDC" and Dolphin Research Center, a Florida not-for-profit corporation, hereinafter "Grantee".

WHEREAS, the third penny of Tourist Development Tax may be used to acquire, construct, extend, enlarge, remodel, repair or improve, convention centers, sports stadiums, sports arenas, coliseums, auditoriums, fishing piers, museums, zoological parks, nature centers and beaches which are publicly owned and operated or owned and operated by not-for-profit corporations, and

WHEREAS, Grantee has applied for Grant in Aid funding for the Dolphin Habitat and Tiki Structure projects to repair and replace the Dolphin Habitat fences and gates and repair and improve the Tiki Structure over causeway, hereinafter "the Property"; and

WHEREAS, the Grantor and TDC have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to repair the property for use as a zoological park open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this agreement on the terms and conditions as set forth below.

1. GRANT AGREEMENT PERIOD. This agreement is for the period January 21, 2004 through January 31, 2005. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 and 13 below. All work for which grant funds are to be expended must be completed by the stated termination date.

2. SCOPE OF AGREEMENT. The Grantee shall provide such materials and services as are required to repair and replace the fencing & gates around the dolphins' and sea lions' habitat, repair and improve the existing shade structure on the Causeway.

This project shall be completed and invoices submitted to the County Finance Department no later than January 31, 2005. The Grant in Aid funds must be expensed in the fiscal year ending September 30, 2005. No funds will be available for use for this project agreement after September 30, 2005.

The Grantee shall designate a project manager if no licensed architect, engineer or general contractor is involved in the project. If the project is performed by County or City personnel, the project manager shall be the Engineer, Building Official or Construction Manager of that local government agency. This designation must be made and notice pursuant to paragraph 20 provided to TDC/County prior to commencement of work covered by this agreement. Documentation of said notice shall be submitted in the first payment application.

Should any signage be erected acknowledging the development of the project, said signage shall acknowledge the Tourist Development Council of Monroe County.

If the amount of award exceeds \$25,000, the Grantee agrees to dedicate the project property for a period of ten years, absent any acts not in control of the Grantee such as hurricane or terrorist damage, to the public purpose for which the funds are hereunder to be paid by County. If, project does not encompass structural improvements to real property and for any reason the project property ceases such public purpose use before the expiration of the ten years, the personalty (property other than realty) acquired under this agreement shall be delivered to the County or a not-for-profit organization which shall use the items for purposes which are related to the promotion of tourism in Monroe County.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide an amount not to exceed \$64,908 for materials and services used to repair the property. The Board of County Commissioners and the Tourist Development Council assume no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

a) Payment for expenditures permissible by law and County policies shall be made through reimbursement to Grantee upon presentation of Application for Payment Summary-- AIA Document G702, invoices, canceled checks and other documentation necessary to support a claim for reimbursement. Included in said documentation shall be proof that the Grantee has received and applied to the property matching funds equivalent to or greater than the amount invoiced to the Grantor. The application for payment document must be certified through a statement signed by an officer of the organization and notarized, declaring that representations in the invoice are true and factual. Grantee shall also provide partial releases of liens if applicable. Grantor shall retain 10% of any payment on work in progress until the Grantee has provided a Final Release of Lien for each vendor/Contractor for whom payment is requested. Final payment will not be made until the following documents are complete and submitted to the Grantor:

AIA Document	G-702	Application for Payment Summary
AIA Document	G-704	Certificate of Substantial Completion
AIA Document	G-706	Contractor's Affidavit of Debts & Claims
AIA Document	G-706A	Contractor's Affidavit of Release of Liens
AIA Document	G-707	Consent of Surety to Final Payment
Final Release of Lien		

## Affidavit and Partial Release of Lien

All payment requests must be submitted no later than 60 days after the completion of project

- b) Matching funds in an amount no less than the funds provided under this agreement are required to be applied to the project. Application of matching funds requires actual payment of the matching funds. Mere obligation through execution of a contract or approval of a budget item to be paid from matching funds will not suffice. In order for funds to be deemed matching, they shall have been expended for the services and materials required for the specific project described in the Scope of Services paragraph. Any funds applied to any use on the real property other than the project shall not be used as matching funds required under this agreement. In order to be considered matching funds for the project funded by grant under this agreement, the matching funds must be applied to the project during the term of this agreement.
  - c) Documentation shall be submitted to the TDC Administrative Office to show the receipt and application of in-kind donations of goods, professional services, and materials. Said documentation should include invoices, bills of lading, etc., and be verified as received and applied to the project through a notarized statement of the project architect, engineer, general contractor or project manager. The receipt and application to the project of volunteer labor are to be documented and verified by notarized signature of the project architect, engineer, general contractor or project manager, and said documentation submitted to the TDC Administrative Office. All submissions shall identify the items included in the schedule of values attached hereto and incorporated herein as Exhibit A which are sought to be reimbursed and shall indicate the percentage of completion of the overall project as of the submission. This document should be signed by the project architect, engineer, general contractor or project manager. Photographs showing progress on project shall be included in any payment request.
  - d) Funding granted under this Grant in Aid Agreement must be expended by the County no later than September 30, 2005. Any amount of the grant funds not expended by County by that date shall no longer be available to Grantee, unless prior to January 31, 2005 an amendment extending this agreement has been approved in writing and executed by both parties.
4. REPORTS. The Grantee shall provide financial reports in summary of activity on forms provided or approved by the TDC, and quarterly narrative reports of activity under the approved work plan. The Grantee shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of the Grantee to maintain appropriate records to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit

exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

5. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County.

6. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

7. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the Grantor to terminate this agreement immediately upon delivery of written notice of termination to the Grantee.

8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT. The Grantee shall include in all agreements funded under this agreement the following terms:

a) Anti-discrimination. Contractor agrees that they will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b) Anti-kickback. Contractor warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in contractor. For breach or violation of this warranty, the Contractor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this agreement is available at least in part through the

County and that violation of this paragraph may result in the County withdrawing funding for the Project.

c) Hold harmless/indemnification. Contractor acknowledges that this agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of Contractor in the performance of the terms of this agreement. The Contractor shall immediately give notice to the County of any suit, claim or action made against the Contractor that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related this agreement.

d) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Contractor of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Contractor, the County and the TDC shall be named as additional insured, exempt workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

All insurance certificates should be mailed directly to:

Monroe County Board of County Commissioners  
C/O Risk Management  
1100 Simonton Street  
Room 2-277  
Key West, FL 33040

Re-imbursement shall not move forward until the above insurance certificates have been received and approved by the County Risk Management Department.

e) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

9. **HOLD HARMLESS/INDEMNIFICATION.** The Grantee hereby agrees to indemnify and hold harmless the BOCC/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this agreement.

10. **ANTI-DISCRIMINATION.** The Grantee agrees that they will not discriminate against any of their employees or applicants for employment or against persons for any benefit or service because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

11. **ANTI-KICKBACK.** The Grantee warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate on January 31, 2005. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this

agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this agreement without cause upon giving written notice of termination to Applicant. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination. If the Agreement does not receive an approved extension beyond the grant agreement period, as defined in paragraph 1, the grant in aid funds will expire on the fiscal year ending date of September 30, 2005.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment by is a breach of agreement, for which the Grantor may terminate this agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the Grantee and the Grantor.

15. **CONSENT TO JURISDICTION.** This agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County.

16. **ETHICS CLAUSE:** Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

17. **PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on a agreement with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. **AUTHORITY:** Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee, and this agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

19. **LICENSING AND PERMITS:** Grantee warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

20. **INSURANCE:** Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Grantee of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

All insurance certificates should be mailed directly to:

Monroe County Board of County Commissioners  
C/O Risk Management  
1100 Simonton Street  
Room 2-277  
Key West, FL 33040

Re-imbursement shall not move forward until the above insurance certificates have been received and approved by the County Risk Management Department.

21. NOTICE. Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Grantee: Armando Rodriguez  
Executive Director Dolphin Research Center  
58901 Overseas Highway  
Grassy Key, FL 33050

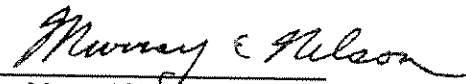
For Grantor: Lynda Stuart  
Monroe County Tourist Development Council  
1201 White Street, Suite 102  
Key West, FL 33040  
and  
Suzanne Hutton, Asst. County Attorney  
P.O. Box 1026  
Key West, FL 33041-1026

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

(SEAL)  
ATTEST: DANNY L. KOLHAGE, CLERK

By:   
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA


By:   
Mayor/Chairman

(SEAL)

Dolphin Research Center

By:   
President

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 12/12/03

## PART V:

**PROJECT BUDGET AND TIMETABLE - ALL PROJECTS**

1. Cost Estimates: List all major work items and the estimated costs of each. If the project is phased, segregate clearly those costs for the phase to be assisted by the TDC funds requested. All phases and total estimated cost of the entire project must be listed here.

(1)	Construction materials for dolphin habitat repair	- \$28,823.00
	Tools for dolphin habitat repair	- \$2,500.00
	Labor for dolphin habitat repair	- \$17,433.00
(3)	Labor for tiki construction and causeway repair	- \$7,300.00
	Contractor for construction of causeway tiki	- \$23,760.00
	Contractor for causeway repair	- \$50,000.00

Total cost of phase/project for which funds are requested: (not to exceed 50% of the total project cost:

(1)	a)Phase	<u>\$24,378</u>	(2)	a)Phase	<u>\$40,530</u>
	b)Project	<u>\$24,378</u>		b)Project	<u>\$40,530</u>

Percentage of TDC funds requested of Total Budget: (not to exceed 50% of the total project cost)

(1)	a)Phase	<u>50%</u>	(2)	a)Phase	<u>50%</u>
	b)Project	<u>50%</u>		b)Project	<u>50%</u>

2. Confirmation that signed, sealed bid process was utilized for acquiring architectural services, or that project does not require architectural services. N/A

3. Matching Funds. List the sources and amounts of confirmed matching funds. (For items involving personnel, include the number of hours to be spent on the project activities and their per-hour value). These funds must not be expended before execution of a Capital Project Agreement. Prior donated services or expenditures are not acceptable as match for grant funds. No more than fifty (50%) percent of matching funds or twenty-five (25%) percent of the total project shall be in-kind services.

a) Hard-dollar (1) \$24,378 DRC match from our operating budget (2) \$15,000 in-hand from Peter Lappin; \$10,000 additional pledge by Peter Lappin, \$15,530 DRC match from operating budget.

b) In-Kind (50%) limit:

Total confirmed matching Hard-dollar funds:	<u>\$64,908.00</u>
Total confirmed matching In-kind funds:	<u>N/A</u>

This amount should equal or exceed TDC Funds requested.

Projected in-kind services and goods shall be allocated the following values, subject to negotiation with TDC/County. List here all such anticipated values:

**NOT APPLICABLE**

**4. Outline of expansion opportunity for acquiring further match grants.**

DRC's development staff will be aggressively fundraising for these projects with our existing and new donors; Mr. Lappin has pledged an additional \$10,000 towards the Causeway Tiki Shelter project.

# CERTIFICATE OF INSURANCE

975989

ISSUE DATE (MM/DD/YY)

☐ 1/26/04

**PRODUCER**

K & K Insurance Group, Inc.  
1712 Magnavox Way  
P.O. Box 2338  
Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

**INSURED**

DOLPHIN RESEARCH CENTER, INC.  
58901 Overseas Highway  
Grassy Key, Fl. 33050

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER **A** GREAT AMERICAN ASSURANCE COMPA  
COMPANY LETTER **B**  
COMPANY LETTER **C**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)	
A	<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot. <input type="checkbox"/> _____	PAC0788949401	12:01AM 3/01/03	12:01AM 3/01/04	General Aggregate	\$ NONE
					Products-Comp/Ops Aggregate	\$ 5000
					Personal & Advertising Injury	\$ 1000
					Each Occurrence	\$ 1000
					Fire Damage (Any one fire)	\$ 300
					Medical Expense (Any one person)	\$ 5
					Participant Legal Liability	\$ N/A
A	<b>Automobile Liability</b> <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> _____	PAC0788949401	12:01AM 3/01/03	12:01AM 3/01/04	Combined Single Limit	\$ 1000
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
					Each Occurrence	\$ 1000
					Aggregate	\$ 1000
A	<b>Excess Liability</b> <input checked="" type="checkbox"/> _____ <input type="checkbox"/> Other than Umbrella form	EXC0788950201	12:01AM 3/01/03	12:01AM 3/01/04	Each Occurrence	\$ 1000
					Aggregate	\$ 1000
	<b>Workers' Compensation and Employers' Liability</b>				<b>Statutory</b>	
\$					Each Accident	
\$					Disease-Policy Limit	
\$					Disease-Each Employee	
	<b>Participant Accident</b>				AD&D	\$
Primary Medical					\$	
Excess Medical					\$	
Weekly Indemnity					\$ X	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

THE CERTHOLDER IS LISTED AS ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE ACTIVITIES OR OPERATIONS OF THE NAMED INSURED.

**CERTIFICATE HOLDER**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS & MONROE CO. TOURIST DEVELOPMENT COUNCIL  
1100 SIMTON STREET  
KEY WEST, FL 33040

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Joseph C. Lopez*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/03/2004

<b>PRODUCER</b> T.R. Jones & Company 1780 North Krome Avenue Hoemstead, FL 33030 Patti Spires		<b>FAX</b>		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Dolphin Research Center, Inc 58901 Overseas Highway Grassy Key, FL 33050		<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A: <b>Great American Insurance Co.</b>			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9695543	04/01/2003	04/01/2004	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 500,000												
E.L. DISEASE - EA EMPLOYEE	\$ 500,000												
E.L. DISEASE - POLICY LIMIT	\$ 500,000												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

Monroe County Board of County Commissioners & Monroe Co. Tourist Development Council  
 1100 Simonton Street  
 Key West, FL 33040

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Debbie McAfee*  
 Debbie McAfee, Agent of Record

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.